

assignment or assurances in law are necessary or desirable to vest or to perform or confirm of record in the surviving corporation the title to any property or rights formerly belonging to Standard, or otherwise to carry out the provisions hereof, the proper officers and Directors of Standard as of the Effective Date of the merger shall execute and deliver any and all proper acts of sale, deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in the surviving corporation, and otherwise to carry out the provisions of this Agreement.

8. Abandonment of the Merger. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the merger contemplated hereby may be abandoned by either Standard or Reily by appropriate resolutions of either of their Boards of Directors at any time prior to the approval of the Agreement by the stockholders of both Reily and Standard, and the merger may be abandoned by the mutual consent of both corporations, evidenced by appropriate resolutions of their respective Boards of Directors, at any time after the approval of the Agreement by the stockholders of both corporations but prior to the Effective Date.

9. Effective Date. The term "Effective Date" as it is used in this Agreement shall mean the date on which a copy of this Agreement, certified by the Secretary of State of Louisiana as having been filed with him in accordance with La. R.S. 12:48D (1950), is recorded in the mortgage records of Orleans Parish as certified by the Recorder of Mortgages of the Parish of Orleans, State of Louisiana; provided, however, that for accounting purposes the date of the merger shall be considered to be the tenth day of the month in which the merger is finally approved by stockholders of Reily and Standard.

10. Counterparts. This Agreement may be executed in any number of counterparts, which together shall be deemed to be and construed as one and the same instrument.